

# **WAIVER AND RELEASE OF LIABILITY**

**WAIVER AND RELEASE OF LIABILITY – Any participating person (hereinafter ‘PARTICIPANT’) in a training program, physical program, exercise program, class, or any other event (hereinafter collectively ‘TRAINING’) sponsored and/or conducted by, or on behalf of, Balanced Body University LLC, its officers, directors, employees, related companies, successors, assigns, independent contractors, and/or training instructors (hereinafter collectively ‘PROVIDER’), will participate in said TRAINING, including, but not limited to, engaging in physical activity and exercise associated with the TRAINING, and utilizing equipment, instruction, services, facilities, and premises that are part of the TRAINING, entirely and expressly at the PARTICIPANT'S own risk.**

**Further, in express consideration for being permitted to participate in said TRAINING, PARTICIPANT, on behalf of herself or himself, and all successors, heirs and assigns, agrees to completely and forever release and hold harmless PROVIDER from any and all liability for injury, death, damages, any loss to PARTICIPANT and/or the personal property of the PARTICIPANT, as well as any claim, demand, lawsuit, injury, and damage of whatever type or nature (hereinafter collectively ‘CLAIM’), even if caused by acts or omissions, including but not limited to negligence, of PROVIDER.**

**In addition, as further consideration for being permitted to participate in said TRAINING, PARTICIPANT authorizes PROVIDER to take photographs and/or video images of PARTICIPANT (hereinafter collectively ‘PICTURES’) during the TRAINING for use by PROVIDER in advertisements and/or other promotional materials for similar future events. PARTICIPANT hereby expressly consents to such use and forever releases any and all rights that PARTICIPANT has as to his or her image as depicted in the PICTURES, as well as any and all other rights PARTICIPANT may have to the PICTURES.**

**The PARTICIPANT further expressly agrees that the foregoing WAIVER AND RELEASE OF LIABILITY is intended to be as broad and inclusive as permitted by law, and that if any portions of this WAIVER AND RELEASE OF LIABILITY are found invalid for any reason, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Additionally, PARTICIPANT expressly authorizes the use of electronic means to enter into, and evidence, this WAIVER AND RELEASE OF LIABILITY agreement. Further, PARTICIPANT and PROVIDER expressly agree that California law shall apply to any CLAIM arising from the TRAINING and that any lawsuit arising from a CLAIM shall be venued in Sacramento County, California.**

**PLEASE TAKE NOTICE that if the foregoing is acceptable, PARTICIPANT or an authorized agent on his or her behalf must check the above box acknowledging that he or she has read, understood and expressly agrees that PARTICIPANT is bound by the foregoing WAIVER AND RELEASE OF LIABILITY, and then click on the SUBMIT button.**

**PLEASE TAKE FURTHER NOTICE that by checking the above box and clicking the SUBMIT button, any person other than PARTICIPANT is also expressly representing that he or she is the authorized agent of PARTICIPANT for purposes of binding PARTICIPANT pursuant to the terms of the WAIVER AND RELEASE OF LIABILITY and that PROVIDER is relying upon this representation. If it is later determined that the person purporting to bind PARTICIPANT is not, in fact, the authorized agent for PARTICIPANT for this purpose, the person making the representation will defend, indemnify, hold harmless and be personally liable to PROVIDER for all damages incurred by PROVIDER arising from any CLAIM by PARTICIPANT, including but not limited to payment of any judgment, settlement, and the fees and costs of PROVIDER'S attorneys and experts.**